

1  
2 BILL NO. S-88-09-*06*  
3

4 SPECIAL ORDINANCE NO. S-149-88  
5

6 AN ORDINANCE approving Contract for  
7 Res. 6115-88, Oxford NSA'88, curbs and  
8 sidewalks between Hipskind Concrete  
9 Corporation and the City of Fort  
10 Wayne, Indiana, in connection with the  
11 Board of Public Works and Safety.

12 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF  
13 THE CITY OF FORT WAYNE, INDIANA:

14 SECTION 1. That the Contract for Res. 6115-88, Oxford  
15 NSA'88, curbs and sidewalks by and between Hipskind Concrete  
16 Corporation and the City of Fort Wayne, Indiana, in connection  
17 with the Board of Public Works and Safety, is hereby ratified,  
18 and affirmed and approved in all respects, respectfully for:

19 1.) Base Bid 1-Curb replacement on  
20 Holton from Eckert to Drexel on West  
side only; 2.) Base Bid 2-Curb and  
sidewalk replacement on Hanna from  
Rudisill to Hamilton; 3.) Alternate 1-  
curb and sidewalk replacement on Hanna  
from Hamilton to Oxford St.; 4.)  
Oxford NSA'88 Bonus Self-Help Program  
- curb replacement on Colerick between  
Warsaw and the alley east on Monroe  
St.;

21 involving a total cost of Ninety-Seven Thousand Four Hundred  
22 Twelve and no/100 Dollars (\$97,412.00).

23 SECTION 2. Prior Approval has been requested from  
24 Common Council on August 23, 1988. Two copies of said  
25 Contract are on file with the Office of the City Clerk and  
26 made available for public inspection, according to law.

27 SECTION 3. That this Ordinance shall be in full force  
28 and effect from and after its passage and any and all  
29 necessary approval by the Mayor.

30 *Samuel J. Talarico*  
31 Councilmember  
32

APPROVED AS TO FORM  
AND LEGALITY

*J. Timothy McCaulay*  
33 J. Timothy McCaulay, City Attorney

CONTRACT NO. 6115-88  
OXFORD NSA'88

BOARD ORDER NO. 29-88  
86-88

WORK ORDER NO. 10,730(Base Bid  
& Alt.)  
10,743 (Bonus Self-Hel

THIS CONTRACT made and entered into in triplicate this 17<sup>th</sup> day of  
August, 1978, by and between HIPSKIND CONCRETE CORPORATION  
\_\_\_\_\_, herein called CONTRACTOR, and the  
City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting  
by and through the Mayor and the Board of Public Works and Safety,  
herein called OWNER;

WITNESSETH, that the CONTRACTOR and the OWNER, for the considerations  
hereinafter named, agree as follows:

#### ARTICLE 1: SCOPE OF WORK

CONTRACTOR shall furnish all labor, material, equipment, tools, power,  
transportation, miscellaneous equipment, etc., necessary for the  
following: RESOLUTION NO. 6115-88 OXFORD NSA'88: 1) Base Bid 1-Curb Replacement on  
Holton from Eckert to Drexel on west side only. 2) Base Bid 2- Curb & Sidewalk Replacement on  
Hanna from Rudisill to Hamilton. 3) Alternate 1-Curb & Sidewalk Replacement on Hanna from Hamilton  
to Oxford St. 4) Oxford NSA'88 Bonus Self-Help Program-Curb Replacement on Colerick between Warsaw  
& the alley east of Monroe St.

all according to RESOLUTION NO. 6115-88, Drawing No. \_\_\_\_\_,  
Sheets \_\_\_\_\_, and do everything required by this contract and  
the other documents constituting a part hereof.

#### ARTICLE 2: THE CONTRACT SUM

The OWNER shall pay CONTRACTOR for the performance of the contract the  
unit price sum of \$ 97,412.00. In the event the  
amount of work is increased or decreased by OWNER, the contract sum  
shall be increased or decreased according to the unit price schedule  
set forth in the CONTRACTOR's Proposal.

#### ARTICLE 3: PROGRESS PAYMENTS

The OWNER shall make payments on account of the contract as provided  
herein, as follows:

Monthly progress payments will be made by OWNER upon submission of a  
statement of quantities of work completed and/or materials supplied to  
the job site as of the end of each month. On or about the 15th day of  
the following month, ninety (90%) percent of the value of the work  
performed up to the first day of that month (based on the contract  
price of labor and materials incorporated in the work) and as estimated  
by the CONTRACTOR and approved or revised by the Engineering Department

of the OWNER less the aggregate of previous payments, will be paid by OWNER to the CONTRACTOR.

#### ARTICLE 4: ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the CONTRACTOR that the work is ready for final inspection and acceptance, the Board of Public Works and Safety will direct the Engineering Department of the OWNER to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works and Safety which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted. Thereupon the entire balance of the Contract sum shall be due and payable to the CONTRACTOR; provided only that CONTRACTOR shall first furnish OWNER, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid, and all required manpower utilization reports for this project have been submitted.

#### ARTICLE 5: WORKMEN'S COMPENSATION ACT

The CONTRACTOR will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen or any judgment of any court or award of any Board of Arbitrators or of the Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said CONTRACTOR, shall be conclusive against CONTRACTOR as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that CONTRACTOR indemnify and hold harmless OWNER in the premises.

#### ARTICLE 6: NONDISCRIMINATION OF LABOR

The CONTRACTOR further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978. The successful bidder shall file a Manpower Utilization Report for this project with the Compliance Office within ten (10) days after comple-

tion of construction or upon request of the Office of Compliance.

#### ARTICLE 7: PREVAILING WAGE SCALE

The CONTRACTOR agrees to pay, and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the Statutes of the State of Indiana, and the Ordinances of the City of Fort Wayne according to the applicable wage scale as included in the bid documents.

#### ARTICLE 8: COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- a. Advertisement for Bids, for Contract No. \_\_\_\_\_ 6115-88 .
- b. Instructions to Bidders for Contract No. \_\_\_\_\_ 6115-88 .
- c. Contractor's Proposal Dated \_\_\_\_\_ 7/27/88 .
- d. Ft. Wayne Engr. Dept. Drawing # \_\_\_\_\_ .
- e. Supplemental Specifications for Contract No. \_\_\_\_\_ 6115-88 .
- f. Workman's Compensation Act, Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.
- g. Non-Discrimination of Labor, General Ordinance No. G-34-78 (as amended).
- h. Prevailing Wage Scale.
- i. Performance and Guaranty Bond.
- j. Labor and Material Payment Bond.
- k. Minority/Female Employment Hourly Utilization.
- l. Right-of-Way Cut Permit.
- m. Comprehensive Liability Insurance Coverage.
- n. MBE/WBE Commitment Form.
- o. \_\_\_\_\_
- p. \_\_\_\_\_

#### ARTICLE 9: GUARANTEE OF WORKMANSHIP

At the time of execution of this contract, the CONTRACTOR shall furnish a Performance and Guaranty Bond in favor of the City of Fort Wayne in the amount of the total value of the materials supplied and/or work performed under the terms of this contract. The said bond shall ensure the completion of the work covered hereunder and shall guarantee the materials and workmanship for a period of three (3) years following written acceptance of the work by the OWNER.

#### ARTICLE 10: INDEMNITY

CONTRACTOR shall furnish to OWNER, within ten (10) days of the date hereof, a certificate from an insurer acceptable to OWNER showing personal injury and property damage insurance, in force and issued in connection with the work to be performed under this Contract, in amounts satisfactory to OWNER and in accordance with the Statutes of the State of Indiana.

#### ARTICLE 11: ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the CONTRACTOR and the OWNER under the provisions of this Contract shall be subject to the decision of the Director of Board of Public Works & Safety of the OWNER, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works and Safety.

#### ARTICLE 12: COMPLETION DATE

The CONTRACTOR agrees to complete the work specified in the contract within 9/30/88 consecutive calendar days after having been ordered by the OWNER to commence work under this contract.

#### ARTICLE 13: COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the OWNER by the Mayor and Board of Public Works and Safety of the City of Fort Wayne, Indiana, shall not be binding upon the OWNER unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

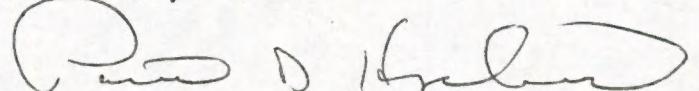
#### ARTICLE 14:

This contract is governed by Laws of the State of Indiana.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

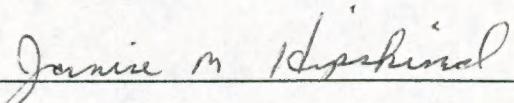
(CONTRACTOR)

BY:



, President

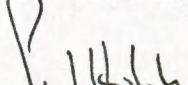
BY:



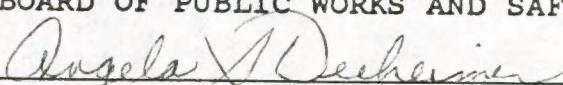
, Secretary

CITY OF FORT WAYNE, INDIANA

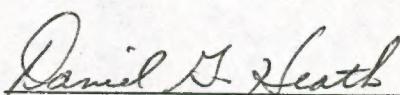
BY:

  
Paul Helmke, Mayor

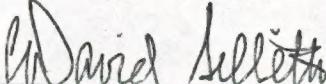
BOARD OF PUBLIC WORKS AND SAFETY



Angela S. Derheimer  
Director of Public Works



Daniel G. Heath  
Director of Public Safety



C. David Silletto  
Director of Administration & Finance

ATTEST:

  
Helen V. Gochenour, Clerk

ACKNOWLEDGMENT

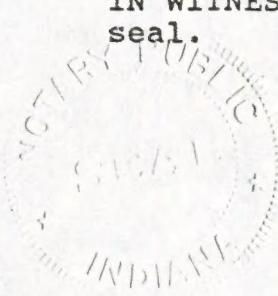
STATE OF INDIANA:

SS:

COUNTY OF ALLEN:

BEFORE ME, a Notary Public, in and for said County and State,  
this 10th day of August, 1988, personally appeared the  
within named Patrick Hipskind, who being by me first duly  
sworn upon their oaths say that they are the President  
and Secretary respectively, of Hipskind Concrete Corp  
and as such duly authorized to execute the foregoing instrument and  
acknowledged the same as the voluntary act and deed of Hipskind  
Concrete Corp for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

  
Kathy L. Bixler  
NOTARY PUBLIC

Kathy L. Bixler  
Type or Print Name of Notary

MY COMMISSION EXPIRES: 4/17/92

ACKNOWLEDGMENT

STATE OF INDIANA)  
                      )     SS:  
COUNTY OF ALLEN )

BEFORE ME, a Notary Public, in and for said County and State,  
this 17<sup>th</sup> day of Aug., 1988, personally appeared  
the within named Paul Helmke, Mayor of the City of Fort Wayne; Angela  
S. Derheimer, Daniel G. Heath, and C. David Silletto, members of the  
Board of Public Works and Safety, City of Fort Wayne, Indiana; and  
Helen V. Gochenour, Clerk of the Board of Public Works and Safety, City  
of Fort Wayne, Indiana, to me personally known, who being by me duly  
sworn said that they are respectively the Mayor of the City of Fort  
Wayne, the Members and Clerk of the Board of Public Works and Safety of  
the City of Fort Wayne, Indiana, and that they signed said instrument  
on behalf of the City of Fort Wayne, Indiana, with full authority so to  
do and acknowledged said instrument to be the voluntary act and deed of  
said City for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official  
seal.

Carolyn S. Eschmann  
NOTARY PUBLIC

Carolyn S. Eschmann  
Type or Print Name of Notary

My Commission Expires: 6-16-91

Approved by the Common Council of the City of Fort Wayne on  
day of \_\_\_\_\_, 19\_\_\_\_.

Special Ordinance No. \_\_\_\_\_.



# FIDELITY AND DEPOSIT COMPANY OF MARYLAND

## FIDELITY AND DEPOSIT COMPANY

HOME OFFICES: BALTIMORE, MD. 21203

### Performance Bond

KNOW ALL MEN BY THESE PRESENTS:

That HIPSKIND CONCRETE CORP., 5502 Mason Dr., Ft. Wayne, IN  
(Here insert the name and address or legal title of the Contractor)

..... as Principal, hereinafter called Principal,  
and Fidelity & Deposit Company of Maryland, a corporation of the State of Maryland,  
(Here insert the name of the Surety)  
with its home office in the City of Baltimore, Maryland, U.S.A., as Surety, hereinafter called Surety, are held  
and firmly bound unto City of Fort Wayne, Indiana.

(Here insert the name and address or legal title of the Owner)  
as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the  
amount of Ninety-seven thousand four hundred twelve dollars and no/100

(Here insert a sum equal to at least one-half of the contract price)  
Dollars (\$ 97,412.00 ), for the payment whereof Principal and Surety bind themselves,  
their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated August 10 1988,  
entered into a contract with Owner for Contract 6115-88.

in accordance with drawings and specifications prepared by .....

(Here insert full name, title and address)  
which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall  
promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall  
remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner  
having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall  
promptly

(1) Complete the Contract in accordance with its terms and conditions, or

(2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and  
upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determina-  
tion by the Owner and Surety jointly of the lowest responsible bidder, arrange for a contract between such  
bidder and Owner, and make available as work progresses (even though there should be a default or a suc-  
cession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient  
funds to pay the cost of completion less the balance of the contract price; but not exceeding, including  
other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first  
paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total  
amount payable by the Owner to Contractor under the Contract and any amendments thereto, less the  
amount properly paid by Owner to Contractor.

"Any suit under this bond must be instituted before the expiration of twenty-five (25) months from the  
date on which the right of action accrues, but if this provision is prohibited by any law, then it shall be  
deemed to be amended so as to be equal to the minimum period of limitation allowed by such law."

No right of action shall accrue on this bond to or for the use of any person or corporation other than the  
Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed and sealed this 10th day of August A.D. 1988

In the presence of:

{ HIPSKIND CONCRETE CORP.  
BY: David H. H. [Signature] (SEAL)  
President (Title) (SEAL)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
 FIDELITY AND DEPOSIT COMPANY

Surety

By James J. H. [Signature] (SEAL)  
Attorney-In-Fact Title

Power of Attorney  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE, BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages, ... and to affix the seal of the Company thereto."

does hereby nominate constitute and appoint Terrence J. Ward and Kathy L. Bixler, both of Fort Wayne, Indiana, EACH.....

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, each in a penalty not to exceed the sum of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000).....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.  
This power of attorney revokes that issued on behalf of Terrence J. Ward and Kathy L. Bixler, dated, January 17, 1986.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this ..... 4th ..... day of February , A.D. 19 87.



ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

-----  
Assistant Secretary

By -----  
Vice-President

STATE OF MARYLAND  
CITY OF BALTIMORE } ss:

On this 4th day of February , A.D. 1987 , before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by Official Seal, at the City of Baltimore, the day and year first above written.



-----  
Notary Public Commission Expires July 1, 1990

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this ..... 10th ..... day of August , 19 88

-----  
Christopher T. Bradd  
Assistant Secretary

Read the first time in full and on motion by Zelous,  
seconded by Quinn, and duly adopted, read the second time by  
title and referred to the Committee on Public Works (and the  
City Plan Commission for recommendation) and Public Hearing to be held after  
due legal notice, at the Council Conference Room 128, City-County Building,  
Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_, day  
of \_\_\_\_\_, 19\_\_\_\_\_, at \_\_\_\_\_ o'clock P.M., E.S.T.

DATED: 9-13-88

Sandra F. Kennedy

SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Zelous,  
seconded by Rodd, and duly adopted, placed on its  
passage. PASSED LOST by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
<u>TOTAL VOTES</u>	<u>8</u>			<u>1</u>
<u>BRADBURY</u>	<u>✓</u>			
<u>BURNS</u>	<u>✓</u>			
<u>GiaQUINTA</u>	<u>✓</u>			
<u>HENRY</u>				<u>✓</u>
<u>LONG</u>	<u>✓</u>			
<u>REDD</u>	<u>✓</u>			
<u>SCHMIDT</u>	<u>✓</u>			
<u>STIER</u>	<u>✓</u>			
<u>TALARICO</u>	<u>✓</u>			

DATED: 9-27-88

Sandra F. Kennedy

SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,  
Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)  
(SPECIAL) (ZONING MAP) ORDINANCE RESOLUTION NO. S-149-88

on the 27th day of September 1988,

Sandra F. Kennedy

SANDRA E. KENNEDY, CITY CLERK

SEAL

PRESIDING OFFICER

James Stier

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on  
the 28th day of September, 1988,  
at the hour of 11:30 o'clock A.M., E.S.T.

Sandra F. Kennedy

SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 6th day of October,  
1988, at the hour of 5:15 o'clock P.M., E.S.T.

Paul Helmke

PAUL HELMKE, MAYOR

Admn. Apr.

TITLE OF ORDINANCE Contract for Res. #6115-88, Oxford NSA '88, curbs & sidewalks

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety

SYNOPSIS OF ORDINANCE The contract for Res. 6115-88, Oxford NSA '88, is for 1) Base Bid 1  
Curb replacement on Holton from Eckert to Drexel on West side only. 2) Base Bi  
- curb & sidewalks replacement on Hanna from Rudisill to Hamilton. 3) Alterna  
1 - curb & sidewalk replacement on Hanna from Hamilton to Oxford St. 4) Oxford  
NSA '88 Bonus Self-Help Program - curb replacement on Colerick between Warsaw &  
the alley east of Monroe Street. Hipskind Concrete Corporation is the con-  
tractor.

PRIOR APPROVAL RECEIVED 8/23/88

J-88-09-06

EFFECT OF PASSAGE Improvement by curbs & walks as listed above

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$97,412.00

ASSIGNED TO COMMITTEE

BILL NO. S-88-09-06

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON PUBLIC WORKS TO WHOM WAS  
REFERRED AN (ORDINANCE) (RESOLUTION) approving Contract  
for Res. 6115-88, Oxford NSA'88, curbs and sidewalks between  
Hipskind Concrete Corporation and the City of Fort Wayne,  
Indiana, in connection with the Board of Public Works and  
Safety

HAVE HAD SAID (ORDINANCE) (RESOLUTION) UNDER CONSIDERATION  
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID  
(ORDINANCE) (RESOLUTION)

YES

NO

Samuel J. Talarico SAMUEL J. TALARICO  
CHAIRMAN

MARK E. GIAQUINTA  
VICE CHAIRMAN  
DAVID C. LONG

JAMES S. STIER

JANET G. BRADBURY

CONCURRED IN

9-27-88

Sandra E. Kennedy  
Sandra E. Kennedy  
City Clerk